

AGREEMENT FOR PCS TOWER AND APPURTENANCES

Agreement made this day of _____, 2005 between the **City of Lincoln, Nebraska, a municipal corporation**, hereinafter "City" and **Nextel WIP Lease Corp., a Delaware corp., d/b/a Nextel Partners**, hereinafter "Nextel".

1. Description of Premises. CITY grants to Nextel a license to occupy and use a certain parcel of real property and Tower situated thereon, located at 4375 S. 33rd Court, Lincoln, NE, County of Lancaster (the Tower and the real property are, collectively, the "Property", and the specific portions of the Property occupied by Nextel exclusively are the "Premises"), all as shown on the attached Exhibit A which is incorporated herein by this reference.

2. Term of Agreement. The primary term ("Primary Term") of this License will be for ten years, and will commence 60 days from the date that the CITY executes this Agreement (the "Commencement Date").

This Agreement may thereafter be renewed for three (3) additional terms (each a "Renewal Term") of five years each on the same terms and conditions herein. The Agreement shall automatically renew for the first Renewal Term, unless Nextel provides the City with a notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term. The second and third Renewal Terms shall require the mutual consent of Nextel and the City. The City represents that at the time it enters into this Agreement it has no present intention not to renew this Agreement for the second and third Renewal Terms.

The parties agree that this License is irrevocable until this Agreement expires or terminates as provided herein.

3. Use of Premises. The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, expanding, adding to and removing Nextel's communications equipment, including, but not limited to, the following:

a. Any and all antennas, dishes and/or grids as Nextel may deem appropriate, within a single eight-foot vertical area on the Tower with the centerline being at approximately 105 feet.

b. Transmission lines and mounting and grounding hardware.

c. One concrete pad and one communications compound ("Communications Compound") containing, without limitation, telecommunications equipment consisting of base station cabinets, wireless communication equipment, switches, power supplies, batteries, and accessories.

d. An emergency generator, if required by Nextel, (or other back up power source) to be located, at Nextel's option, for Nextel's use, within the Communications Compound, adjacent to the Communications Compound or within a separate area adjacent to the Communications Compound. The fuel tank for the generator (gasoline, diesel, butane, propane, LPG or other) may be located either inside or outside the Communications Compound, in accordance with applicable building codes.

e. Nextel shall have 24-hour 7 day a week access to the Premises. CITY shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times. CITY shall be responsible for maintaining and repairing such roadway, at its sole expense, except for any damage caused by Nextel's use of such roadways.

For the purposes of this License, all of Nextel's equipment, antennas, dishes, lines, switches, power supplies, batteries, Communications Compound, generator, generator shelter, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility." The concrete pad and Communications Facility shall be installed by Nextel.

Nextel shall submit the building plans to CITY who shall have twenty (20) businessdays to accept or reject such plans and deliver such notice to Nextel in writing. Should the CITY fail to respond in writing to Nextel within such twenty (20) day period, such plans shall be deemed approved. As soon as reasonably possible after CITY approves the building plans, Nextel shall construct and install, at Nextel's cost, the Communications Facility at the location depicted on Exhibit A, in accordance with the approved plans and specifications shown on Exhibit B. The Communications Facility may be installed by Nextel or by any of Nextel's agents or contractors. Nextel may make alterations to the Communications Facility from time to time as Nextel determines to be necessary or desirable, subject to the approval process described above, which approval will not be unreasonably withheld.

Nextel may, at its own cost and expense, install, maintain and operate on the Tower or on the Premises, only the equipment necessary for the operation of the Communications Facility in accordance with the plans approved by CITY, as such plans may be amended from time to time for technological or capacity changes. Any damage to the Premises caused by the erection, operation and maintenance of the Communications Facility shall be at Nextel's sole expense. Nextel may run transmission lines between Nextel's equipment and Nextel's antennas, dishes and grids.

All work to be performed on the Premises and any easement area shall be performed in a good and workmanlike manner, and in accordance with all applicable governmental laws, ordinances, regulations and codes. Nextel shall obtain all permits necessary for such construction. Any contractor performing work on the Premises shall furnish a payment bond, with corporate surety licensed to do business in the State of Nebraska, in the full amount of the cost of such improvements, showing CITY as the beneficiary thereon. All such

contractors shall carry statutory worker's compensation insurance and liability insurance with limits of not less than One Million Dollars (\$1,000,000).

4. Other Licenses and Permits. Nextel shall secure from the proper governmental authorities all licenses and permits required by law for the erection, maintenance and operation of the structures and appurtenances thereto including the Communications Compound, before construction of the Communications Facility.

5. Ownership of Tower. The ownership of the real property and Tower is in the CITY. CITY shall bear all risk of loss and responsibility to maintain the real property and Tower. If the Tower is destroyed or extensively damaged within any term of this License, the Tower may be replaced by CITY at its expense. If the City does not choose to replace the Tower in a timely manner, Nextel may terminate this license agreement. The City shall bear no obligation or responsibility for any losses to the Communication Facility if the Tower is destroyed by an act of nature or by acts beyond the City's control.

6. Fees. Nextel shall pay to CITY a license fee to occupy and use the Premises ("License Fee"). Beginning with the first day of the first month following the execution of this Agreement and continuing thereafter for the duration of the Primary Term, if applicable, and any Renewal Term, the annual License Fee shall be \$23,000 payable in twelve equal monthly installments of \$1916.66 in advance on or before the first day of each and every calendar month. The annual rent in each succeeding year of the Primary Term, if applicable, and any Renewal Term shall be **103%** of the Rent in effect during the immediately preceding lease year, paid monthly (the "Percentage Increase") (for example, and by way of illustration only, if the Percentage increase of 103% is used and the prior year's Rent was \$1000, the next year's rent would be \$1030. The License Fee for any period during the term of this License that is less than one (1) year will be prorated. All payments shall be made payable to and mailed to the following address:

City of Lincoln
City Treasurer
575 S. 10th
Lincoln, NE, 68508

7. Access to CITY Property. It is acknowledged that the Tower and appurtenances thereto are constructed on CITY property which is a vital part of CITY's operations. Nextel shall operate their appurtenances to the Tower thereto on the licensed Premises in such a manner so that the operation does not interfere with CITY's current operations on its property nor will it interfere with access to the property by CITY personnel, agents or contractors. Nextel agrees to comply with any rules, regulations, and procedures that may be adopted by CITY from time to time to provide reasonable security measures to protect the Premises and CITY. CITY retains the right to use the Property at any time in connection with the need of CITY to provide service to its customers. CITY will endeavor to do so in such a manner so as to not interfere with Nextel's use of the Premises. CITY retains the right to use the Property in any ways that do not interfere with Nextel's uses.

8. Taxes. Since the real property is owned and used by a governmental entity (CITY), it is potentially tax exempt. Nextel shall be responsible for and pay all taxes before any penalties or interest that shall accrue thereon, as an additional license fee, if taxes are subsequently levied against the Communications Facilities. Nextel will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its possession or use of the Communications Facility or Premises. Nextel shall have the right, at its sole option, and at its sole cost and expense, to appeal, challenge or seek modification of any personal property tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement.

9. Payment of Utilities. Nextel shall have the right to draw telco, electricity and other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Premises (including a standby power generator for Nextel's exclusive use). Nextel shall fully and promptly pay for all utility service of every kind furnished to the licensed Premises throughout the license term. CITY shall not be liable for any damage to equipment or loss of revenue to Nextel resulting from the interruption of utility services unless due to the negligent or intentional acts of City. All fees due under this Agreement shall continue notwithstanding any interruption of power or other required utility facilities, except for the willful act or negligence of CITY.

10. Maintenance of Licensed Premises. CITY will maintain the Tower in a proper operating and safe condition. All costs associated with the maintenance and repair of the Tower, including painting, will be paid by CITY, unless the damage to the Tower is caused by Nextel, in which case Nextel shall repair such damage or, at Nextel's option, reimburse CITY for the costs and expenses incurred by CITY to repair the damage.

Nextel shall, throughout the term of this license, at its own cost and expense, keep and maintain the Communications Facilities and all appurtenances thereto including all constructed improvements in good, sanitary, lawful and neat order, condition and repair, excluding any of CITY's property and equipment from the licensed Premises, and Non-Antenna Appurtenances. Any landscaping of the Premises, required as a result of the installation of Nextel's Communications Facilities, required by the City of Lincoln or any other appropriate governmental authority shall be done at the sole cost and expense of Nextel, including all necessary maintenance. Neither Nextel nor any other party shall be allowed to display any signage or advertisement on the Tower, on any building within the Premises or anywhere on the Premises, except as required by law. Nextel shall take all reasonable necessary measures and precautions to prevent unauthorized persons access to the Premises, buildings located on the Premises and to the Tower.

11. Liability. CITY shall not be liable for damage to Nextel's improvements or for any loss or damage to any vehicles parked upon the licensed Premises, except for the negligent or willful act of CITY. Nextel shall at all times during the term of this license carry at its own expense public liability insurance of not less than One Million Dollars (\$1,000,000.00) for the injury to or death of one person, and not less than Two Million Dollars (\$2,000,000.00)

for the injury to or the death of two or more persons arising out of a single accident or occurrence on the licensed Premises, naming CITY as an additional insured on such policy. The City may adjust the required amounts of such insurance during the term of the agreement in conjunction with changes in the amounts recoverable under state law but in no event in an amount greater than five million dollars (\$5,000,000.00) without the agreement of Nextel. Nextel shall furnish CITY with a certificate of such insurance policy which shall provide such insurance policy shall not be reduced without first having given CITY thirty (30) days written notice of such reduction. Any contractor or subcontractor performing work on the Premises for or on behalf of Nextel shall carry statutory workers' compensation insurance, comprehensive general liability and automobile insurance with limits of not less than One Million Dollars (\$1,000,000.00).

12. Property Damage Insurance. During the term of the license, Nextel shall keep in full force and effect a commercial liability insurance policy with limits of not less than \$1,000,000.00, that shall cover damage to CITY's property.

13. Modular Building. Nextel may erect, at its own cost and expense, one modular building on the Premises, which shall be maintained, repaired and secured by Nextel. The modular building must be constructed according to the applicable laws and regulations of the State of Nebraska. The plans for and location of the modular equipment building on the Premises must be approved in advance by CITY before the same can be placed on the Premises, such approval to be obtained in the manner set forth in paragraph 3 above. At the time this Agreement is terminated, Nextel shall have ninety (90) days thereafter to remove the modular building from the Premises or the same, together with all equipment therein, shall become the property of CITY. The City and Nextel may choose to jointly develop a building which may be used by other providers, as determined by the City.

14. Indemnification. To the fullest extent permitted by law, the Nextel shall indemnify and Hold Harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Nextel's use and occupation of the Premises, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by Nextel or anyone directly or indirectly employed by Nextel, or anyone for whose acts any of them may be liable. This section shall not require Nextel to indemnify or Hold Harmless the City for any losses, Claims, damages, and expenses arising out of or resulting from the negligence of the City. The City shall indemnify and hold Nextel harmless, to the extent allowed by Nebraska Law, from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the City. Nothing in this Article shall require either party to indemnify the other party against such other party's own willful or negligent misconduct.

15. Assignment, Renting or Leasing Space. Nextel shall have the right to sublicense or assign its rights under this License to any party affiliated, under common control or otherwise related to Nextel, successor legal entities or any party acquiring substantially all the

assets of Nextel (the "Control Group") without the consent of CITY. Nextel may sublicense or assign its rights under this License to any other entity with CITY's consent, which will not be unreasonably withheld, delayed or conditioned; provided, however, such assignment or sublicense shall not relieve Nextel of any of its liability or responsibility hereunder.

Notwithstanding anything to the contrary contained in this Agreement, Nextel may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Nextel (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

16. Events of Default. Default shall occur if any one or more of the following events shall happen:

a. Nextel shall default in the punctual payment of the license fee and such default shall continue for thirty (30) days after receipt of written notice from CITY; or

b. If either party shall neglect or fail to perform or observe any of the material provisions of this License Agreement, and such failure is not cured within thirty (30) days after receipt of written notice thereof from the other party, the other party may, at its option, 1) cure the failure at the defaulting party's expense, or 2) terminate this License. If any such default cannot reasonably be cured within thirty (30) days, the defaulting party will not be deemed to be in default under this License if it commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

17. Environmental Laws. Nextel warrants and agrees that it will conduct its activities on the property in compliance with all applicable environmental laws. CITY represents, warrants and agrees that it has in the past and will in the future conduct its activities on the property in compliance with all applicable environmental laws and that the property is free of hazardous substance as of the date of this Agreement.

CITY shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable law, of all spills or other releases of hazardous substance, that have occurred or which may occur on the property caused or attributable to the actions of the CITY. To the extent permitted by Nebraska law, CITY agrees to defend, indemnify and hold Nextel harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees that Nextel may suffer due to the existence or discovery of any hazardous substance on the property or the migration of any hazardous substance to other properties or release into the environment arising not otherwise directly attributable to Nextel's activities on the Premises; and/or arising from any breach of any representation, warranty or agreement contained in this paragraph.

Nextel agrees to defend, indemnify and hold CITY harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees that CITY may suffer due to the existence or discovery of any hazardous substance on the property or the migration of any hazardous substance to other properties or release into the environment directly attributable to Nextel's activities on the property.

The indemnification in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

18. Nebraska Law. This license shall be construed and enforced in accordance with the laws of the State of Nebraska and any legal action brought in respect thereto shall be brought either in the state courts of the State of Nebraska located in Lincoln, Nebraska, or if applicable, in the United States District Court located in Lincoln, Nebraska.

19. Binding Effect. This Agreement shall inure to the benefit and be binding upon Nextel, its successors or assigns.

20. Interference. Nextel shall at all times pertinent hereto be responsible for the proper operation of its equipment located on the Premises and shall make certain that the same complies with all pertinent laws, rules and regulations of any applicable governmental authority. In the event that Nextel's equipment causes interference with any of CITY's equipment or to any communications facilities of a third party including the public that existed on the Premises prior to the date of this Agreement, Nextel, upon notice received of the interference, shall take all steps necessary to correct and eliminate the interference as soon as possible and shall take all necessary precautions and corrective action needed to prevent the reoccurrence of the interference.

Notwithstanding the foregoing, the parties intend to be bound by the principles, rules and regulations governing interference as promulgated by the Federal Communications Commission ("FCC"). CITY will not use, and will not allow its tenants to use, the Tower or Property in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. If any harmful interference shall result from the operation of any transmitters, equipment, antennae, dishes or other equipment or devices to the Communications Facility, then CITY shall immediately cause such operations to cease until such interference is eliminated, provided that to do so would not jeopardize, compromise, limit, impair, or otherwise interfere with CITY's use of its Property. If CITY is unable to cure such interference within thirty (30) days of Nextel's demand, in addition to all rights at law and/or in equity, Nextel may terminate this Agreement without penalty.

21. Additional Licenses. Nextel acknowledges the right and authority of CITY to grant and lease or license additional licenses for telecommunications equipment and

appurtenances thereto of other users on CITY's Tower so long as such grant and lease or license does not interfere with Nextel's use of the Premises.

22. Entire License Agreement. This license contains the entire understanding of the parties hereto with respect to the conditions of this license and supersedes all prior agreements and understandings between the parties with respect to such subject matter. The representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this license agreement or unless mutually agreed to in writing between the parties hereto after the date hereto, and neither party has relied on any verbal representation, agreements, or undertakings not expressly set forth herein.

23. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier, to the following addresses:

CITY: City of Lincoln
City Treasurer
575 S. 10th
Lincoln, NE, 68508

With a copy to: Steven Huggenberger
Assistant City Attorney
575 S. 10Th / Room 4201
Lincoln, Nebraska 68508

Nextel: Nextel WIP Lease Corp.
4500 Carillon Point
Kirkland, WA 98033
Attn: Lease Administrator

With a copy to: Nextel Partners
6750 Westown Pkwy, Ste. 115
West Des Moines, IA 50266
Attn: Project Manager

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

24. Contingencies. This License Agreement and Nextel's obligations hereunder are expressly contingent upon the following:

a. Nextel's satisfaction with the status of title to the Premises and, at Nextel's option and its expense, Nextel's receipt of a licensehold title insurance policy insuring its license interest in the Premises, in form and substance satisfactory to Nextel. CITY shall

execute the standard form of title company affidavit in order to enable Nextel to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to Nextel and which do not interfere with Nextel's use of the Premises; and

b. Nextel's satisfaction, within the first year of the agreement, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility; and Nextel's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Nextel to use and operate the Communications Facility on the Premise.

Nextel is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premises are suitable for Nextel's use intended by this License.

25. Termination. In addition to other rights to terminate contained herein, Nextel may terminate this License Agreement at any time by notice to CITY without further liability if:

a. Nextel does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Communications Facility, or if any such approval is canceled, expires or is withdrawn or terminated; or

b. CITY fails to have proper ownership of the Premises or authority to enter into this License Agreement; or

c. Nextel is no longer able to operate the Communications Facility due to an action by the FCC, such as a takeback in channels or change in frequencies; or

d. Nextel determines that the Premises are no longer compatible with Nextel's overall network design, provided that, should Nextel terminate pursuant to this Paragraph 25(d), during the Initial Term, Nextel shall pay CITY all rent that would have otherwise been due through the remainder of the Initial Term.

Upon termination, all prepaid rent will be retained by CITY unless such termination is due to CITY's failure of proper ownership or authority, or such termination is a result of CITY's default. Additionally, upon termination or non-renewal Nextel must remove its antenna arrays and platforms that it owns from the Tower within ninety (90) days after the expiration of this Agreement. Failure to so remove the antenna arrays and platforms will, at the City's option, 1) result in the same being owned by CITY; or 2) result in the same being removed by the City at Nextel's cost.

26. Waiver of CITY's Lien.

a. CITY waives any lien rights it may have concerning the Communications Facility which is deemed Nextel's personal property and not fixtures, and Nextel has the right to remove the same at any time without Lessor's consent.

b. CITY acknowledges that Nextel has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Communications Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, CITY (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

27. Warranty of Title and Quiet Enjoyment.

(a) CITY warrants that: (i) CITY owns the real property in fee simple and owns the Tower and has rights of access thereto, no additional ground lease, easement or consent is required from any third party for use of, or access to, the Property; (ii) the Property is free and clear of all liens, encumbrances and restrictions that would prohibit or interfere with Nextel's permitted use; (iii) CITY has full right to make and perform this Agreement; and (iv) CITY covenants and agrees with Nextel that upon Nextel paying the Rent and observing and performing all the terms, covenants and conditions on Nextel's part to be observed and performed, Nextel may peacefully and quietly enjoy the Premises. CITY agrees to indemnify and hold harmless Nextel from any and all claims on Nextel's leasehold interest.

(b) CITY further warrants that the Tower and real property are in compliance with all current State Historical Preservation Office (SHPO) requirements. CITY agrees to indemnify and hold harmless Nextel from any and all claims and/or notices of non-compliance brought against CITY for any breach by CITY of this warranty, and CITY agrees to allow Nextel to continue to quietly enjoy the use of the Premises while CITY remedies any such non-compliance, or at Nextel's option, it may terminate this Agreement.

28. Tower Marking and Lighting Requirements. CITY acknowledges that it, and not Nextel, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. CITY shall indemnify and hold Nextel harmless from any fines or other liabilities caused by CITY's failure to comply with such requirements. Should Nextel be cited by either the FCC or FAA because the Tower is not in compliance and, should CITY fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Nextel may either terminate this Agreement immediately on notice to CITY or proceed to cure the conditions of noncompliance at CITY's expense, which amounts may be deducted from the License Fees.

29. Miscellaneous. (a) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; (b) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. (c) CITY acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit ____ will be recorded by Nextel in the official records of the County where the Property is located. CITY agrees to sign all necessary and appropriate documents to facilitate the filing of the Memorandum of Agreement. In the event the Property is encumbered by a mortgage or deed of trust, CITY agrees to obtain and furnish to Nextel a non-disturbance and attornment instrument for each such mortgage or deed of trust; (d) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably condition, delay or withhold its approval or consent; (e) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this license agreement the day and year first above written.

CITY OF LINCOLN, NEBRASKA,

By: _____
Mayor Coleen Seng

NEXTEL WIP LEASE CORP., d/b/a Nextel Partners

By: Denise J. Swerland
Denise J. Swerland

Title: Assistant Secretary

ACKNOWLEDGMENTS

STATE OF NEBRASKA)

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Coleen J. Seng, as Mayor for the City of Lincoln, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2005.

Notary Public

My commission expires _____

STATE OF WASHINGTON)

COUNTY OF KING)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Denise J. Swerland, Assistant Secretary of Nextel WIP Lease Corp., d/b/a Nextel Partners, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the named corporation, for the uses and purposes therein stated.

Given under my hand and seal this 17th day of March, 2005.



Marcia Ann Wardensky
Notary Public

My commission expires 6/19/08

EXHIBIT A

PROPERTY: To be defined and replaced upon survey
Part of Lot 29, Irregular Tract, and part of Lot 42 Irregular Tract,
in the Northern Quarter of Section 7, Township 9 North, Range 7 East
of the Sixth Principal Meridian, Lancaster County, Nebraska, to be
more fully described upon survey

PREMISES:

To be described and replaced upon survey

ACCESS AND UTILITY EASEMENTS:

To be described and replaced upon survey

SITE ADDRESS: 4375 S. 33rd Court, Lincoln, NE

EXHIBIT B

SITE: 33rd Street Site #: NE044P FCC REGISTRATION #1242803

TENANT NAME: Nextel WIP Lease Corp. TEL #: 515-457-3919

CONTACT: Project Manager-Shaun Hemsted

ANTENNA INFORMATION

FCC Call Letters: WPOH278 Type of Modulation or other Emissions: 16 QAM digital RF

Type of antenna: Tri-Pole Make: EMS Wireless

Model: FQ90-09-A2 # of antennas 3 Weight: 36 lbs. Each Height: 8'

Model: _____ # of antennas _____ Weight: lbs. Each Height: _____

Usage: Transmit only _____ Receive only _____ Transmit & Receive XX

Effective Radiated Power; 100 Watts

Operating Frequency: TX: 851-869 AND 935-950 MHz

RX: 806-824 AND 896-901 MHz

Mounting Height & Mounting Orientation: 105' and 0/120/240

Transmission line Mfg. & Type No: Comscope – CR501070PE

Outside Diameter: 7/8" Length: 125'

TENANT'S Equipment:

Building or Cabinet: (Underline One)

Size: 9'X16'

Type: Cellxion

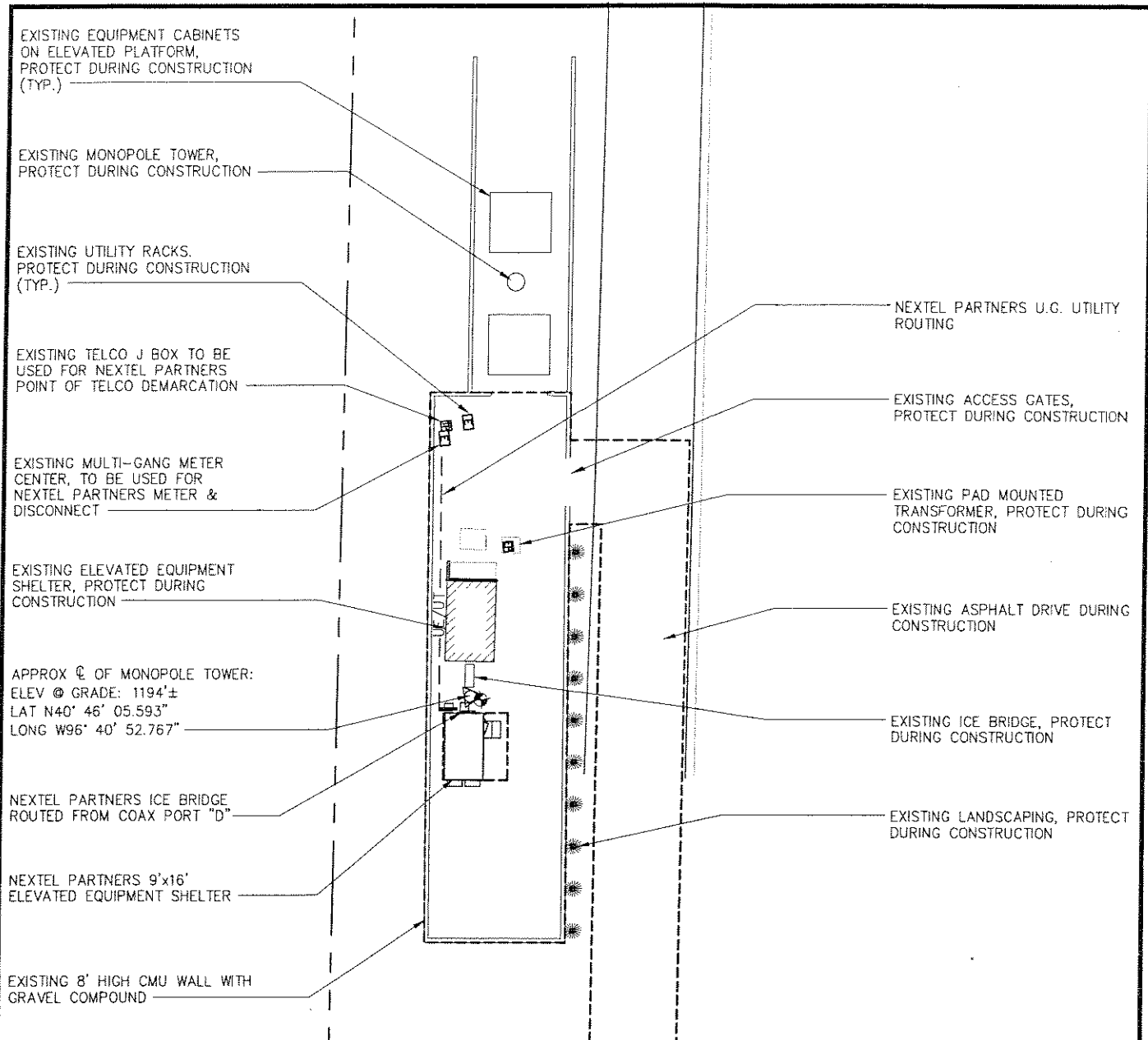
Location: As depicted on attached drawing

Transmitted Rated Power of BTS: 70 Watts

Amount of Land required for building or cabinet: 15'X20'

Is Emergency Power provided by LANDLORD: _____ YES XX NO

NOTE: THIS EXHIBIT B SHALL BE REPLACED WITH APPROVED PLANS AND SPECIFICATIONS PURSUANT TO SECTION 3 OF THIS AGREEMENT.



1 SITE PLAN SCALE: NONE

NOTES:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY OF THE PREMISES ONCE IT IS RECEIVED BY LEASE
2. SETBACK OF THE PREMISES FROM THE LAND'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS, MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.
5. EQUIPMENT LAYOUT IS APPROXIMATE. EQUIPMENT INSTALLATION CONTRACTOR IS TO PLACE EQUIPMENT TO ALLOW MINIMUM PROPER REQUIRED ACCESS.
6. LAT: 40° 46' 05.593" N LONG: 96° 40' 52.767" W ELEV: 1194' AMSL
7. OWNER: UNITED STATES CELLULAR (CAROL OPEILA) (PHONE: (773) 399-7523)



SHIVE-HATTERY

Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL

**NEXTEL - NE-044P-A
SHERIDAN
LINCOLN, NE 68516**

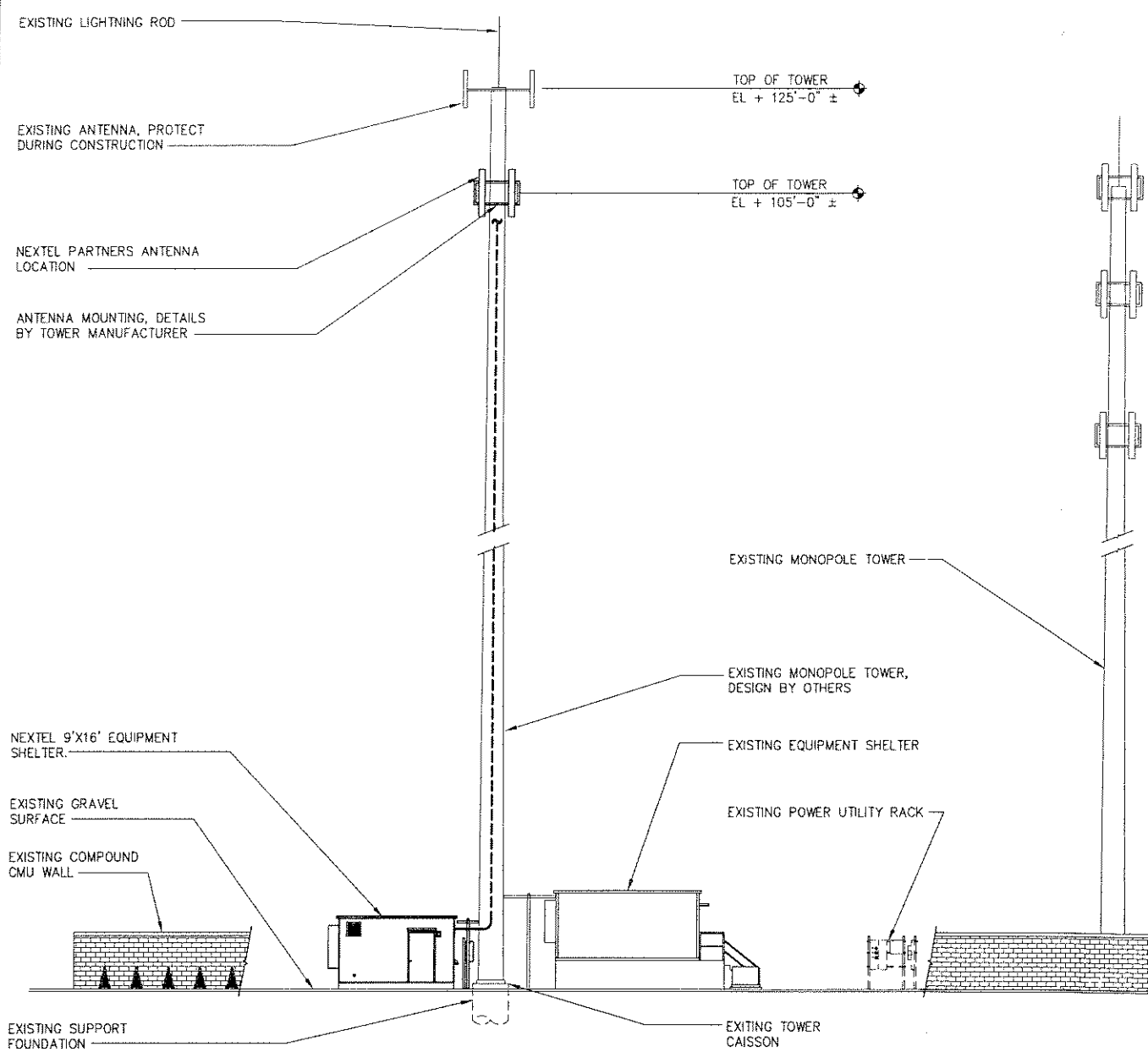
**PROJECT NO.
705505-0
SHERIDAN
NE-044P-A**

DATE	01/19/05	SCALE	NONE
DRAWN	FB	FIELD BOOK	N / A
APPROVED	JMD	REVISION	-

SHEET NO.

SK-1

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1 TOWER ELEVATION
SCALE: NONE



SHIVE-HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL

NEXTEL - NE-044P-A SHERIDAN LINCOLN, NE 68516				PROJECT NO. 705505-0 SHERIDAN NE-044P-A
DATE	01/19/05	SCALE	NONE	SHEET NO. SK-2
DRAWN	FB	FIELD BOOK	N / A	
APPROVED	JMD	REVISION	-	

EXHIBIT C

Memorandum of Agreement

CLERK: Please return this document to:
Nextel WIP Lease Corp.
4500 Carillon Point
Kirkland, WA 98033
Attention: Contract Administrator

(Recorder's Use Above this Line)

STATE OF NEBRASKA

COUNTY OF LANCASTER

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on this ____ day of _____, 2005, by and between **City of Lincoln, Nebraska, a municipal corporation**, with an office at City Treasurer, 575 S. 10th, Lincoln, NE, 68508, (hereinafter referred to as "Licensor"), and **Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners**, with an office at 4500 Carillon Point, Kirkland, WA 98033 (hereinafter referred to as "Licensee").

1. Licensor and Licensee entered into an AGREEMENT FOR PCS TOWER AND APPURTENANCES ("Agreement") on the ____ day of _____, 2005, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial term of the Agreement is for (ten) 10 years commencing on the earlier to occur of the following: (i) start of construction; or (ii) _____, 2005, ("Commencement Date"), and ending on the tenth (10th) anniversary of the Commencement Date, with three (3) additional five (5) year options to renew.
3. The Property which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being licensed to Licensee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LICENSOR:

CITY OF LINCOLN

By: _____

Name: _____

LICENSEE:

**NEXTEL WIP LEASE CORP.
d/b/a Nextel Partners**

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF _____

COUNTY OF _____

On _____, 2005, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____

STATE OF WASHINGTON

COUNTY OF KING

On _____, 2005, before me, _____, Notary Public, personally appeared Denise J. Swerland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public (SEAL)

My commission expires: _____